

**Amendment No. 3
to the Interconnection Agreement
Between
DSLnet Communications, LLC
and
U S WEST Communications, Inc.**

For the State of Nebraska

This Amendment No. 3 ("Amendment") is made and entered into by and between DSLnet Communications, LLC ("CO-PROVIDER") and U S WEST Communications, Inc. ("USWC").

RECITALS

WHEREAS, CO-PROVIDER and USWC entered into that certain Interconnection Agreement for service in the state of Nebraska, which was approved by the Nebraska Public Service Commission ("Commission") on September 29, 1999 (the "Agreement"); and

WHEREAS, CO-PROVIDER and USWC wish to amend the Agreement to include Inter Local Calling Area Facility and Unbundled Dark Fiber under the terms, conditions and rates contained herein.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. Amendment Terms.

- A. Section 6 of the Agreement, Interconnection, Subsection 6.6, Points of Interface (POI), is deleted in its entirety and replaced with the following:

6.6 Points of Interface (POI)

Upon a request for specific point to point routing, USWC will make available to CO-PROVIDER information indicating the location and technical characteristics of USWC's network facilities. The following alternatives are negotiable and include, but are not limited to: (a) a DS-1 or DS-3 entrance facility, where facilities are available (where facilities are not available and USWC is required to build special or additional facilities, special construction charges may apply); (b) virtual collocation; (c) physical collocation; (d) negotiated Meet Point facilities; and (e) LIS Inter Local Calling Area (LCA) Facility. Each Party is responsible for providing its own facilities up to the Meet Point. The Parties will negotiate the facilities arrangement between their networks.

- B. This Amendment is made in order to add the terms and conditions for LIS Inter Local Calling Area (LCA) Facility as set forth in Section 1 of Attachment 1, attached hereto and incorporated herein.
- C. This Amendment is further made to add the terms, conditions and rates for Unbundled Dark Fiber as set forth in Section 2 of Attachment 1, attached hereto and incorporated herein.

2. Effective Date.

This Amendment shall be deemed effective upon Commission approval.

3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both parties.

DSLnet Communications, LLC

Authorized Signature

Wendy Bluemling

Name Typed or Printed

Assistant Vice President/Regulatory Affairs
Title

Date

U S WEST Communications, Inc.

Authorized Signature

Elizabeth J. Stamp

Name Typed or Printed

Director – Interconnect
Title

Date

ATTACHMENT 1

1. LIS Inter Local Calling Area (LCA) Facility

- 1.1 CO-PROVIDER may request USWC-provided facilities to transport local exchange traffic from a virtual local POI ("local VPOI") in a USWC local calling area to a POI located in a EAS/local serving area (a "distant POI"). The USWC-provided facilities interconnecting a USWC local calling area to a distant POI are LIS Inter Local Calling Area (LCA) Facilities.
- 1.2 The actual origination of the LIS Inter LCA Facility shall be in the USWC Wire Center located in the distant EAS/local serving area where CO-PROVIDER has a physical presence and has established the distant POI. CO-PROVIDER may use interconnection arrangements (a), (b), (c), (d) or (e) as outlined in Subsection 6.6, to establish the distant POI.
- 1.3 If the distance between the USWC Central Office in the local calling area and the distant POI is twenty (20) miles or less, the fixed and per-mile rates for Direct Trunk Transport (DTT) shall apply in accordance with Appendix A to the Agreement.
- 1.4 If the distance between the USWC Central Office in the local calling area and the distant POI is greater than twenty (20) miles, the fixed and per-mile DTT rates shall apply to the first twenty (20) miles in accordance with Appendix A, and the remaining miles are rated as intrastate monthly fixed and per mile DS1 Private Line Transport Services. The Private Line Transport Services rates are contained in the applicable state Private Line catalogs and Tariffs.
- 1.5 USWC will reduce the rate for the first twenty (20) miles of the interLCA facility to reflect the portion of the interLCA facility that is used by USWC to transport USWC-originated traffic to CO-PROVIDER. USWC shall not be required to reduce the Private Line Transport Services rates for the portion of the interLATA LCA facility that exceeds twenty (20) miles in length.
- 1.6 In addition, CO-PROVIDER may choose to purchase a Private Line Transport Services DS3 from USWC as a Customer Facility Assignment (CFA) on which the LIS InterLCA Facility would ride. CO-PROVIDER will purchase a Private Line DS3 to DS1 multiplexer to support the DS1 InterLCA Facility. If CO-PROVIDER chooses to utilize a Private Line DS3 as CFA, these rates will be billed out of the applicable Private Line Transport Services catalogs or Tariffs. This DS3 Private Line service must originate from distant POI and terminate in the USWC Central Office in the local calling area.
- 1.7 The LIS InterLCA Facility may be used only to transport local exchange traffic between USWC and CO-PROVIDER customers located within the USWC local calling area.
- 1.8 The LIS InterLCA Facility cannot be used to access unbundled network elements.
- 1.9 The LIS InterLCA Facility is available only where facilities are available. USWC is not obligated to construct new facilities to provide a LIS InterLCA Facility.

2. Unbundled Dark Fiber

2.1 Description

- 2.1.1 Unbundled Dark Fiber (UDF) is a deployed, unlit pair of fiber optic cable or strands that connects two points within USWC's network. UDF is a single transmission path between two USWC Wire Centers or between a USWC Wire Center and an end user customer premise in the same LATA and state. UDF exists in two distinct forms: (a) UDF Interoffice Facility (UDF-IOF), which constitutes an existing route between two USWC Wire Centers; and (b) UDF-Loop, which constitutes an existing loop between a USWC Wire Center and either a fiber distribution panel located at an appropriate outside plant structure or an end-user customer premises.

2.2 Terms and Conditions

- 2.2.1 USWC will provide CO-PROVIDER with non-discriminatory access to UDF-IOF and UDF-Loop. USWC will provide UDF of substantially the same quality as the fiber facilities that USWC uses to provide service to its own end user customers within a reasonable time frame.
- 2.2.2 CO-PROVIDER will provide USWC with non-discriminatory access to UDF-IOF and UDF-Loop. CO-PROVIDER will provide UDF of substantially the same quality as the fiber facilities that CO-PROVIDER uses to provide service to its own end user customers within a reasonable time frame.
- 2.2.3 USWC will provide CO-PROVIDER with access to existing Dark Fiber facilities. CO-PROVIDER shall be responsible for obtaining and connecting electronic equipment, whether light generating or light terminating equipment, to the Dark Fiber. USWC will not remove, and CO-PROVIDER shall be permitted to use, regenerating equipment that already exists in mid-span.
- 2.2.4 USWC will provide Unbundled Dark Fiber to CO-PROVIDER in increments of two strands (by the pair). CO-PROVIDER may obtain up to 25% of available dark fibers or four dark fiber strands, whichever is greater, in each fiber cable segment over a 12 month period. CO-PROVIDER must demonstrate efficient use of those fibers before leasing additional fiber in each cable segment. Efficient use of interoffice cable segments is defined as providing a minimum of OC-12 capacity on each fiber pair. Efficient use of loop fiber is defined as providing a minimum of OC-3 capacity on each fiber pair.
- 2.2.5 USWC shall not have an obligation to unbundle Dark Fiber in the following circumstances:
 - a) USWC will not unbundle Dark Fiber utilized for maintenance or reserved for maintenance spare. USWC shall not reserve more than 5% of the fibers in a sheath for maintenance or maintenance spare.

- b) USWC will not unbundle Dark Fiber that, as of the day CO-PROVIDER submits its order for Unbundled Dark Fiber, USWC has already designated for use in an approved, or pending job on behalf of USWC or another CLEC.
 - c) USWC will not be required to unbundle Dark Fiber if USWC demonstrates to Commission by a preponderance of the evidence that such unbundling would create a likely and foreseeable threat to its ability to provide its services as required by law. In such circumstances, USWC shall be relieved of its unbundling obligations during the pendency of the proceeding before Commission.
- 2.2.6 USWC will provide CO-PROVIDER with access to the existing Dark Fiber in its network in either single-mode or multi-mode. During the inquiry process, USWC will inform CO-PROVIDER of the availability of single-mode and multi-mode fiber.
- 2.2.7 Specifications, interfaces and parameters for Dark Fiber are described in USWC's Technical Publication 77383.
- 2.2.8 CO-PROVIDER is responsible for trouble isolation before reporting trouble to USWC.
- 2.2.9 CO-PROVIDER shall not use UDF as a substitute for special or switched access services, except to the extent CO-PROVIDER provides "a significant amount of local exchange traffic" to its end users over the UDF as set forth by the FCC.
- 2.2.10 Upon twelve (12) month notification to CO-PROVIDER or as defined by Commission, USWC reserves the right to reclaim in part or in whole, UDF previously obtained by CO-PROVIDER. This condition would arise in those cases where USWC is in jeopardy of meeting or maintaining control of its obligation to provide services as required by law. In addition, if CO-PROVIDER does not achieve and maintain minimal UDF utilization, as outlined previously in this Section, within 12 months of the UDF's receipt, USWC may reclaim the facilities and charge CO-PROVIDER the normal disconnection charges contained in the Interconnection Agreement. Upon request, CO-PROVIDER must provide USWC with evidence verifying minimum UDF utilization. USWC may conduct an Audit or Examination of CO-PROVIDER's utilization of the UDF provided under this Agreement pursuant to the terms of the Audit Section of this Agreement. USWC will provide an alternative means of service when under-utilization is found.
- 2.2.11 USWC will not combine a Dark Fiber element with another Unbundled Network Element or USWC services, or CO-PROVIDER facilities. CO-PROVIDER is responsible for connecting Dark Fiber with CO-PROVIDER fiber optic terminal or other equipment.
- 2.2.12 CO-PROVIDER must have Collocation at both ends of the UDF-IOF or at the Serving Wire Center of the UDF-Loop.

- 2.2.13 For UDF-Loop, CO-PROVIDER is responsible for all work activities at the end-user premise. All negotiations with the premise end-user and or premise owner are solely the responsibility of CO-PROVIDER.
- 2.2.14 For a UDF-Loop terminating at an existing end-user premise FDP, USWC will provide to CO-PROVIDER an optical "jumper", not to exceed 30 feet in length, connected to the USWC UDF-Loop FDP.
- 2.2.15 CO-PROVIDER is responsible for all permits, licenses, bonds, or other necessary legal authority and permission, at CO-PROVIDER's sole expense, in order to perform its obligations to gain access to UDF at an outside plant structure. CO-PROVIDER shall contact all owners of public and private Rights-of-Way to obtain their permission required to perform the necessary work to access UDF. CO-PROVIDER facilities shall be placed and maintained in accordance with the requirements and specifications of applicable Fiber Communications Standards, the National Electrical code, the National Electrical Safety Code, the rules and regulations of the Occupational Safety and Health Act, and any governing authority having jurisdiction. Access to Right-of-Way shall be in accordance with the Access to Poles, Ducts, Conduits and Rights of Way Section.
- 2.2.16 CO-PROVIDER will incur all costs associated with returning the UDF to its original condition when it disconnects UDF.

2.3 Ordering Processes

Ordering processes and installation intervals are as follows:

- 2.3.1 Prior to placing an order for UDF, CO-PROVIDER must first establish a Collocation arrangement in each of the necessary USWC Wire Centers. CO-PROVIDER must establish proper ICDF demarcation points as part of its collocation build in order to accommodate the UDF optical terminations.
- 2.3.2 The first step of the UDF ordering process is the inquiry process. CO-PROVIDER must submit a UDF inquiry through its account team. The UDF inquiry is used to determine the availability of UDF between the two requested locations, UDF-IOF or UDF-Loop. CO-PROVIDER must specify the two USWC offices or end-user premise location and the number of fibers requested. USWC will inform CO-PROVIDER of the availability of dark fiber that will meet CO-PROVIDER's request, if any, within 10 business days for an Initial Records Inquiry (IRI).
- 2.3.3 Based on the CO-PROVIDER request (UDF-Loop or UDF-IOF), there are two possible scenarios.

Termination at a Mid-Point Structure

- 2.3.3.1 If spare fiber is available, and CO-PROVIDER chooses to proceed, and the request is for UDF-Loop going to a mid-point structure such as a Controlled Environmental Vault (CEV), or Remote Terminal (RT), CO-PROVIDER will submit the Field

Verification Quote Preparation (FVQP) form. USWC will prepare and submit to CO-PROVIDER a quote along with the original FVQP within 20 business days of the submission of the FVQP form by CO-PROVIDER. Quotes are on an Individual Case Basis (ICB) and will include costs and number of days required to provision the service.

- 2.3.3.2 USWC will begin the provisioning process upon notification from CO-PROVIDER to proceed and the receipt of 50% of the quoted amount. The notification to proceed is accomplished by completing, signing and returning the original FVQP to the account manager. The account manager will notify CO-PROVIDER when provisioning is complete and the remaining quoted amount, the non-recurring charges, and recurring charges will be billed.

Termination at USWC Wire Center or End-user Premise

- 2.3.3.3 If spare fiber is available, and CO-PROVIDER chooses to proceed, and the request is for a UDF-IOF or a UDF-Loop going to a end-user premise, USWC will begin the provisioning process upon notification from CO-PROVIDER to proceed and the receipt of 50% of the non-recurring charges. The notification to proceed is accomplished by completing, signing and returning the original inquiry request to the account manager. Provisioning of this type of request will take 20 business days. CO-PROVIDER will be notified that provisioning is complete and the remaining non-recurring charges and associated recurring charges will be billed.

- 2.3.4 An order may be canceled any time up to and including the service date. Cancellation charges will apply.

2.4 Maintenance and Repair

- 2.4.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CO-PROVIDER cross connections will be repaired by CO-PROVIDER and USWC cross connections will be repaired by USWC. Maintenance and Repair processes are contained in the Support Functions Section of this Agreement.

2.5 Rate Elements

- 2.5.1 Dark Fiber rates are contained in Exhibit A of this Agreement and include the following elements:
 - a) Initial Records Inquiry (IRI). This rate element is a pre-order work effort that investigates the availability of UDF. This is a one-time charge for each route check requested by CO-PROVIDER. A simple IRI determines if UDF is available between two USWC wire centers or between a USWC wire center and customer premise. A complex IRI

determines if UDF is available between a USWC wire center and an outside structure (CEV, Hut, etc.) along the Loop fiber route. USWC will bill CO-PROVIDER the IRI immediately upon receipt of the inquiry. The IRI is a record search and does not guarantee the availability of UDF.

- b) Field Verification and Quote Preparation (FVQP). This rate element is a pre-order work effort to estimate the cost of providing UDF access to CO-PROVIDER at locations other than USWC Wire Centers or an end-user premises. USWC will prepare a quote which will explain what work activities, timeframes, and costs are associated with providing access to this FDP location. This quote will be good for 30 calendar days. The FVQP is not necessary when the request is between USWC wire centers or between a USWC wire center and customer premise (i.e., IRI).

2.5.2 The following rate elements are used once the availability of UDF has been established and CO-PROVIDER chooses to access UDF.

2.5.2.1 Unbundled Dark Fiber - IOF Rate Elements

- a) UDF-IOF Termination (Fixed) Rate Element. This rate element has both a recurring and non-recurring component and provides a termination at the interoffice FDP within the USWC Wire Center. Two UDF-IOF terminations apply. Termination charges apply for each intermediate office terminating at an FDP or like cross-connect point.
- b) UDF-IOF Fiber Transport, (Per Mile) Rate Element. This recurring rate element provides a transmission path between USWC Wire Centers. This is a mileage sensitive element based on the route miles of the UDF rounded up to the next mile.
- c) UDF-IOF Fiber Cross-Connect Rate Element. This rate element has both a recurring and non-recurring component and is used to extend the optical connection from the IOF FDP to CO-PROVIDER's optical demarcation point (ICDF). A minimum of two UDF-IOF fiber cross-connects apply. Cross-connect charges apply for each intermediate office terminating at an FDP or like cross-connect point.

2.5.2.2 Unbundled Dark Fiber - Loop Rate Elements

- a) UDF-Loop Fiber Non-Recurring Charge: This rate element includes the termination and cross connects at both ends.
- b) UDF-Loop Fiber Recurring Charge: This rate element include transport per pair calculated as the average mileage between the originating USWC Wire Center and the End-

user Premise and the terminations and cross connects at both ends.

EXHIBIT A
NEBRASKA RATES FOR UNBUNDLED DARK FIBER (UDF)

	Recurring Charges	Nonrecurring Charges
Initial Records Inquiry (IRI)		\$167.94
Mid-Point Structure Inquiry (MPSI)		\$214.13
Field Verification and Quote Preparation (FVQP)		\$1,563.98
UDF-IOF Charges		
Order Charge Per Route		\$554.85
Termination, Fixed Per Pair/Office	\$8.52	
Fiber Transport, Per Mile	\$92.64	
Fiber Cross-Connect Per Pair/Office	\$4.73	*\$33.59
UDF-Loop Charges		
Order Charge Per Route		\$554.85
Termination, Fixed Per Pair/Office	\$8.27	
Termination, Fixed Per Pair/Prem	\$7.06	
Fiber Transport, Per Route	\$96.49	
Fiber Cross-Connect Per Pair/Office	\$4.73	*\$33.59
*Per Office – Up to Two Pairs		